

1 Chassis Management Pool Agreement
FMC Agreement No. 011962-009

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Article 1: Name of Agreement

The name of this agreement shall be the Consolidated Chassis Management Pool Agreement (hereinafter, the “Agreement”).

Article 2: Purpose of Agreement

The purpose of the Agreement is to provide for a cooperative working arrangement pursuant to the Shipping Act of 1984, as amended, for the formation and operation of local, metropolitan, and/or regional Chassis Pools. The Chassis Pools are intended to improve the quality and efficiency of intermodal chassis operations for the movement of intermodal containers in the United States.

Article 3: Parties to the Agreement

The Parties to the Agreement (hereinafter referred to individually as a “Party” and collectively as “Parties”) include: (a) the Ocean Carrier Equipment Management Association, Inc. (“OCEMA”), Consolidated Chassis Enterprises LLC ~~CCM Holdings LLC~~ (“CCMHCCE”), CCM Pools LLC (“CCMP”), Consolidated Chassis Management LLC (“CCM”), and other Affiliates (together the “OCEMA Parties”), (b) OCEMA’s member ocean common carriers (the “OCEMA Members”), (c) the other ocean common carriers listed in Appendix A (the “Non-OCEMA Carriers”), and (d) the Marine Terminal Operator parties listed in Appendix A (the “Marine Terminal Operator Parties”). The OCEMA Parties, the OCEMA Members, and Non-OCEMA Carriers shall be referred to collectively as the “Ocean Carrier Parties.”

Article 4: Geographic Scope of Agreement

The scope of this Agreement shall include Marine Terminals and Inland Intermodal Terminals located within the United States at which containers moving to or from Marine Terminals in the foreign commerce of the United States, or chassis which transport such containers, are received, delivered, handled, stored, repaired, maintained, loaded, unloaded, inspected, or interchanged. Loaded or empty containers moved on Pool Chassis via such Marine Terminals or Inland Intermodal Terminals may be moving to or from any origins, or to or from any destinations, within the United States, its territories or possessions.

Article 5: Establishment and Operation of Chassis Pools

5.1 Definitions. As used in this Agreement -

A. The “Act” shall mean the Shipping Act of 1984, as amended, 46 App. U.S.C. § 1701 et seq.

B. “Affiliate” means a corporation, limited liability company, or other business entity owned by ECMHCCE including indirect subsidiaries under common ownership and control of ECMHCCE. For clarification, all of the limited liability companies owning Chassis Pools listed in Appendix B hereto are indirect subsidiaries of ECMHCCE.

C. “Chassis Equipment Supplier” or “CES” means an entity that is in the business of supplying chassis for the carriage of international intermodal shipping containers in the United States pursuant to a lease, rental, or similar supply agreement with an ocean carrier, pool, shipper, or Non-Regulated Entity.

D. “Chassis Pool” or “Pool” means a pool of Chassis considered, under development, established, owned, or operated by ~~CCMHCCE~~ or an Affiliate and shown in Appendix B to this Agreement.

E. “Contributor” means an Entity that provides Chassis to a Chassis Pool for the use of Chassis Pool Users pursuant to a written contribution agreement with the Pool.

F. “Entity” means a person, partnership, corporation, association, or limited liability company.

G. “Inland Intermodal Terminals” shall mean rail terminals, container yards, container freight stations, intermodal equipment storage areas, container depots, and similar facilities.

H. The “FMC” or the “Commission” shall mean the Federal Maritime Commission.

I. “Governing Board” shall mean the board of directors, board of managers, or other similar governing entity of CCMP.

J. “Marine Terminal” shall mean a marine terminal at which a marine terminal operator furnishes wharfage, dock, warehouse, or other terminal facilities in connection with a common carrier subject to the Act .

K. “Non-Regulated Entities” shall mean domestic water carriers, inland motor and rail carriers, logistics companies, intermodal marketing companies, and other Entities not subject to the regulatory jurisdiction of the FMC pursuant to the Act.

5.6 Insurance. One or more of the Parties may act as a purchasing group of Users and Contributors to procure insurance covering liabilities arising out of or related to chassis and or chassis pool operations.

5.7 Exclusivity. (a) Any contract or agreement entered into hereunder to form a Chassis Pool, locate or operate it at any one or more Inland Intermodal Terminal(s) or Marine Terminal(s), engage vendors to a Pool, or in connection with operation of a Pool, or otherwise authorized under this Agreement, may be entered into on an exclusive or non-exclusive basis at any or all such facilities.

(b) No ocean common carrier shall be required to participate in a Pool because it is a member of OCEMA or because it is participating in any other Pool owned or operated by ~~CCMH~~CCCE or any Affiliate.

Article 6: Management of Chassis Pools and Use of Chassis

6.1 Organization. (a) Each Chassis Pool shall be owned by an Affiliate . Operating rules for each Chassis Pool, and the Pool Charges will be established for the Chassis Pool by the Governing Board. The Governing Board may delegate all or any part of such authority to any Affiliate~~CCM~~ or a Pool ~~the Manager of any specific Pool LLC~~.

(b) The Governing Board will be selected by CCMH~~CCCE~~ in its discretion. Only (1) OCEMA Members that are Contributors or (2) OCEMA Members that receive chassis from a Pool through an agreement to procure chassis from a Contributor ~~and Users~~ shall be eligible to serve on the Governing Board or a Pool Board. A majority of the Governing Board and each Pool Board shall be OCEMA members.

(c) Associate Members and Non-Regulated Entities shall ~~not~~ have the right to provide advice and make recommendations to CCE regarding pool operations and regarding participate in the selection of the Governing Board. Without limitation, OCEMA may discuss and agree on policies or other matters relating to the establishment or operation of Chassis Pools and may communicate same to ~~CCMH~~CCE, an Affiliate, or other Entity formed to own or operate the Chassis Pool.

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6.2 Manager. CCM is authorized to manage and operate any Chassis Pool itself or, with the approval of the Governing Board, may select, negotiate with, and contract with an entity, which may be an Affiliate or an unaffiliated independent contractor, to be the pool manager (hereinafter, the "Pool Manager") on its behalf. The Pool Manager may negotiate with, contract with, and/or oversee vendors to inspect, maintain, repair, and store the Pool Chassis. The Pool Manager may also track and reposition chassis, provide software and information systems, open and manage bank accounts on behalf of the Chassis Pool, collect fees and disburse payments in connection with Chassis Pool operations and/or perform such other administrative and operational functions relating to the Chassis Pool to the full extent provided for under this Agreement and as the Governing Board may from time to time determine.

6.3 Advisory Council. The Governing Board is authorized, but not required, to form an advisory council consisting of representatives of Contributors and Users of a Chassis Pool, which may provide input to the Pool Manager or Governing Board on issues of interest and concern to such Contributors and Users. Contributors who are ocean carriers or Non-Regulated Entities shall be eligible for the advisory council and shall be appointed by vote of the Governing

6.8 In addition, the Governing Board is authorized to implement rules, charges and other terms applicable to Non-Regulated Entities, Ocean Common Carriers, and Marine Terminals who utilize or take possession of Pool Chassis without contractual authorization from a Pool or the Pool Manager.

Article 7: Administration of the Agreement

7.1 Agreement Organization. This Agreement shall be implemented by meetings, decisions, memoranda and other communications between two or more of the Parties to enable them to effectuate the purposes, or carry out the authority, of this Agreement. The chairman of ~~CCMH~~CCCE shall be the Chairman of this Agreement, and the Board of Directors of ~~CCMH~~CCCE shall be the Executive Committee of this Agreement. The Executive Committee may designate such other officers or administrators as it deems necessary for the administration of the agreement. The Executive Committee may also establish such standing, advisory, and ad hoc committees as it deems desirable for the furtherance of the purposes of the Agreement. The Executive Committee is authorized to retain consultants, attorneys, or accountants on behalf of the Agreement and may also act on behalf of the Agreement on pending legislative or regulatory matters.

7.2 Decisions and Decision making. Decisions with respect to formation, location, or operation of a Pool, membership in this Agreement, or Agreement administrative matters shall be taken by a vote of two-thirds (2/3) of the members of the Executive Committee. Decisions with respect to sharing of Agreement expenses and amendments to this Agreement shall be by

two-thirds (2/3) vote of the Parties that are members of OCEMA; provided that an Associate Member shall be given 45 days prior written notice before it is obligated for any Agreement expenses or before its share of such expenses are increased. For purposes of this paragraph, each Party shall have one vote regardless of how many Chassis Pools that Party participates in as a User or Contributor.

7.3 CCMP and Individual Chassis Pools. The Governing Board is authorized to meet, discuss and agree upon any or all matters described in this Agreement relevant to one or more Chassis Pools, and the requirements and procedures for decisions of the Governing Board shall be determined by the applicable corporate documents governing CCMP.

7.4 Delegation of Authority. The following persons shall have authority on behalf of a Party to sign and file this Agreement, any subsequent modifications thereto, and any supporting information with the FMC or any other governmental entities with jurisdiction over this Agreement and to respond to any requests for information from the FMC, and such persons are also authorized to delegate such authority:

1. A designated senior executive of each Party; or
2. Legal counsel for the Agreement. Legal counsel may also function as secretary or assistant secretary of the Agreement, ~~CCMHCCE~~ or any Affiliate and may be authorized to execute documents in such capacity.

APPENDIX A

PARTIES TO THE AGREEMENT

OCEAN CARRIER EQUIPMENT MANAGEMENT ASSOCIATION, INC. ("OCEMA")

CONSOLIDATED CHASSIS ENTERPRISES LLC CCM HOLDINGS LLC (CCMHCCE)

CCM POOLS LLC (CCMP)

CONSOLIDATED CHASSIS MANAGEMENT LLC ("CCM")

SUBSIDIARIES OF CCMP:

CHICAGO OHIO VALLEY CONSOLIDATED CHASSIS POOL LLC (COCP)

DENVER CONSOLIDATED CHASSIS POOL LLC (DCCP)

GULF CONSOLIDATED CHASSIS POOL LLC (GCCP)

MID-SOUTH CONSOLIDATED CHASSIS POOL LLC (MCCP)

MIDWEST CONSOLIDATED CHASSIS POOL LLC (MWCP)

SOUTH ATLANTIC CONSOLIDATED CHASSIS POOL LLC (SACP)

OCEAN COMMON CARRIER PARTIES IN THEIR INDIVIDUAL CAPACITY AND AS MEMBERS OF OCEMA:

1. A.P. Moller-Maersk A/S trading under the name of Maersk Line
50, Esplanaden
DK-1098 Copenhagen, Denmark

*2.a. APL Co. Pte Ltd.
456 Alexandra Road
#06-00 NOL Building
Singapore 119962

*Parties shall be treated as one party for all purposes under this Agreement.

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- *7. a. Hamburg-Sudamerikanische
Dampfschiffahrtsgesellschaft KG
Willy Brandt Strasse 59
20457 Hamburg, Germany
- b. Aliança Navegação e Logística Ltda.
Rua Verbo Divino, 1547 Chácara Santo Antônio - 04719-002
São Paulo - SP - Brasil
- 8. Hanjin Shipping Co., Ltd.
25-11, Yoido-dong, Youngdeungpo-Ku
Seoul, Korea
- *9. a. Hapag-Lloyd AG
Ballindamm 25
20095 Hamburg, Germany
- b. Hapag-Loyd USA
401 East Jackson Street
Suite 3300
Tampa, Florida 33602
- 10. Hyundai Merchant Marine Co., Ltd.
1-7 Yeonji-Dong, Jongno-Gu
Seoul, Korea
- 11. Mitsui O.S.K. Lines, Ltd.
Minato-ku
Tokyo 105-91, Japan
- 12. Nippon Yusen Kaisha Line
3-2, Marunouchi 2-Chome,
Chiyoda-ku
Tokyo 100, Japan
- 13. OOCL (USA) Inc.
2633 Camino Ramon, Suite 400
San Ramon, California 94583
- *14.a. ~~Crowley Maritime Corporation~~
~~9487 Regency Square Boulevard~~
~~Jacksonville, Florida 32225~~

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~~b. Crowley Latin America Services, LLC
9487 Regency Square Blvd
Jacksonville, FL 32225~~

~~c. Crowley Caribbean Services, LLC
9487 Regency Square Blvd
Jacksonville, FL 32225~~

~~1514.~~ Yang Ming Marine Transport Corp.
53 Hwai Ning Street, 5th Floor
Taipei, Taiwan 100
Republic of China

~~1615.~~ Kawasaki Kisen Kaisha, Ltd.
Hibiya Central Building
2-9, Nishi-Shinbashi 1-Chome
Minato-ku, Tokyo 105-91
Japan

~~1716.~~ Atlantic Container Line
194 Wood Avenue South, Suite 500
Iselin, New Jersey 08830-4120

~~1817.~~ China Shipping Container Lines Co., Ltd.
27/F, Suntime International Mansion
450 Fushan Road, Pu Dong New Area
Shanghai 200122
People's Republic of China

~~1918.~~ Mediterranean Shipping Co., S.A.
40, Av. Eugene Pittard
1206 Geneva
Switzerland

~~2019.~~ Zim Integrated Shipping Services Ltd
9 Andrei Sakharov St.
"Matam" - Scientific Industries Center
P.O.B. 1723
Haifa 31016
Israel